Specimen

PURCHASE WARRANT
To Acquire Common Shares of

AIRIQ INC.

THE RIGHT TO PURCHASE COMMON SHARES UNDER THIS WARRANT EXPIRES AT 5:00 P.M. TORONTO TIME ON May 21, 2007.

Warrant Certificate No. PW 4 CERTIFICATE FOR 1,418,421 Warrants

THIS CERTIFIES that, for value received, NBCN Clearing Inc. in trust for MMI Group Inc. (the "**Holder**") is entitled, subject to the terms and conditions set forth in this Warrant Certificate, to purchase from **AirIQ Inc.**, a corporation existing under the federal laws of Canada (the "**Corporation**"), one fully paid and non-assessable common share in the capital of the Corporation, as constituted on the date hereof (the "**Common Shares**"), for each whole purchase warrant (a "**Warrant**") at any time commencing on the date hereof and continuing up to 5:00 p.m. (Toronto time) on May 21, 2007 (the "**Time of Expiry**") upon the payment of **Cdn.$0.19** per Share (the "**Exercise Price**"). The number of Common Shares which the Holder is entitled to acquire upon exercise of each Warrant and the Exercise Price are subject to adjustment as hereafter provided.

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1. Exercise of Warrants

(a) Election to Purchase. The right to purchase Common Shares evidenced by this Warrant certificate may be exercised by the Holder in whole or in part and from time to time until the Time of Expiry and in accordance with the provisions hereof by delivery of an Election to Purchase in the form substantially the same as that attached hereto as Schedule "A", properly completed and executed, together with payment of the Exercise Price for the number of Common Shares specified in the Election to Purchase at the principal office of the Corporation at 1099 Kingston Road, Suite 233, Pickering, Ontario L1V 1B5 (the "**Principal Office**") or such other address in Canada as may be notified in writing by the Corporation.

(b) Exercise. The Corporation shall, on the date it receives a duly executed Election to Purchase and the Exercise Price for the number of Common Shares specified in the Election to Purchase (the "**Exercise Date**"), issue that number of Common Shares specified in the Election to Purchase as fully paid and non-assessable Common Shares.

(c) Share Certificates. As promptly as practicable after the Exercise Date, the Corporation shall issue and deliver to the Holder, registered in the name of the Holder, a certificate or certificates for the number of Common Shares specified in the Election to Purchase. To the extent permitted by law, such exercise shall be deemed to have been effected immediately prior to 5:00 p.m. (Toronto time) on the Exercise Date, and at such time the rights of the Holder with respect to the number of Warrants which have been exercised as such shall cease, and the person or persons in whose name or names any certificate or certificates for Common Shares shall then be issuable upon such exercise shall be deemed to have become the holder or holders of record of the Common Shares represented thereby.

(d) Fractional Common Shares. No fractional Common Shares shall be issued upon exercise of any Warrant and no payments or adjustment shall be made upon any exercise on account of any cash dividends on the Common Shares issued upon such exercise. If any fractional interest in a Common Share would, except for the provisions of the first sentence of this Subsection 1(d), be deliverable upon the exercise of a Warrant, then the number of Common Shares to be issued hereunder shall be rounded up to the nearest whole number.

(e) Corporate Changes

(i) Subject to subparagraph 1(e)(ii) hereof, if the Corporation shall be a party to any reorganization, merger, dissolution or sale of all or substantially all of its assets, whether or not the Corporation is the surviving entity, each unexercised Warrant shall be adjusted so as to apply to the securities to which the holder of that number of Common Shares subject to each unexercised Warrant would have been entitled by reason of such reorganization, merger, dissolution or sale of all or substantially all of its assets (collectively, the "**Event**"), and the Exercise Price shall be adjusted to be the amount determined by multiplying the Exercise Price in effect immediately prior to the Event by the number of Common Shares subject to the unexercised Warrant immediately prior to the Event, and dividing the product thereof by the number of securities to which the holder of that number of Common Shares subject to the unexercised Warrant would have been entitled to by reason of such Event.

(ii) If the Corporation is unable to deliver securities to the Holder pursuant to the proper exercise of a Warrant, the Corporation may satisfy such obligations to the Holder hereunder by paying to the Holder in cash the difference between the Exercise Price of such Warrant and the Fair Market Value of the securities to which the Holder would be entitled to upon exercise of such Warrant. Adjustments under this paragraph (e) or (subject to paragraph (o)) any determinations as to the Fair Market Value of any securities shall be made by the board of directors of the Corporation, or any committee thereof specifically designated by the board of directors to be responsible therefor, and any reasonable determination made by such board or committee thereof shall be binding and conclusive, subject only to any disputes being resolved by the Corporation's auditors, whose determination shall be binding and conclusive.

(f) Subdivision or Consolidation of Common Shares

(i) In the event the Corporation shall subdivide its outstanding Common Shares into a greater number of Common Shares, the Exercise Price in effect immediately prior to such subdivision shall be proportionately reduced, and conversely, in case the outstanding Common Shares shall be consolidated into a smaller number of Common Shares, the Exercise Price in effect immediately prior to such consolidation shall be proportionately increased.

(ii) Upon each adjustment of the Exercise Price as provided herein, the Holder of a Warrant shall thereafter be entitled to acquire, at the Exercise Price resulting from such adjustment, the number of Common Shares (calculated to the nearest tenth of a share) obtained by multiplying the Exercise Price in effect immediately prior to such adjustment by the number of Common Shares which may be acquired upon the exercise of such Warrant immediately prior to such adjustment and dividing the product thereof by the Exercise Price resulting from such adjustment.

(g) Change or Reclassification of Common Shares. In the event the Corporation shall change or reclassify its outstanding Common Shares into a different class of securities, each Warrant shall be adjusted as follows so as to apply to the successor class of securities:

(i) the number of the successor class of securities which the Holder shall be entitled to acquire shall be that number of the successor class of securities which a holder of that number of Common Shares subject to each Warrant immediately prior to the change or reclassification would have been entitled to by reason of such change or reclassification; and

(ii) the Exercise Price shall be determined by multiplying the Exercise Price in effect immediately prior to the change or reclassification by the number of Common Shares subject to the unexercised Warrant immediately prior to the change or reclassification, and dividing the product thereof by the number of successor class of securities determined in subparagraph 1(g)(i) hereof.

(h) Offering to Shareholders. If and whenever at any time prior to the Time of Expiry, the Corporation shall fix a record date or if a date of entitlement to receive is otherwise established (any such date being hereinafter referred to in this Subsection 1(h) as the "record date") for the issuance of rights, options or warrants to all or substantially all the holders of the outstanding Common Shares of the Corporation entitling them, for a period expiring not more than 45 days after such record date, to subscribe for or purchase Common Shares or securities convertible into or exchangeable for Common Shares at a price per share or, as the case may be, having a conversion or exchange price per share less than 90% of the Fair Market Value (as hereinafter defined) on such record date, the Exercise Price shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Exercise Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date plus a number equal to the number arrived at by dividing the aggregate subscription or purchase price of the total number of additional Common Shares offered for subscription or purchase or, as the case may be, the aggregate conversion or exchange price of the convertible or exchangeable securities so offered by such Fair Market Value, and of which the denominator shall be the total number of Common Shares outstanding on such record date plus the total number of additional Common Shares so offered (or into which the convertible or exchangeable securities so offered are convertible or exchangeable); Common Shares owned by or held for the account of the Corporation or any subsidiary of the Corporation shall be deemed not to be outstanding for the purpose of any such computation; such adjustment shall be made successively whenever such a record date is fixed; and to the extent that any rights or warrants are not so issued or any such rights or warrants are not exercised prior to the expiration thereof, the Exercise Price shall then be readjusted to the Exercise Price which would then be in effect if such record date had not been fixed or to the Exercise Price which would then be in effect based upon the number of Common Shares or conversion or exchange rights contained in convertible or exchangeable securities actually issued upon the exercise of such rights or warrants, as the case may be.

(i) Carry Over of Adjustments. No adjustment of the Exercise Price shall be made if the amount of such adjustment shall be less than 1% of the Exercise Price in effect immediately prior to the event giving rise to the adjustment, provided, however, that in such case any adjustment that would otherwise be required then to be made shall be carried forward and shall be made at the time of and together with the next subsequent adjustment which, together with any adjustment so carried forward, shall amount to at least 1% of the Exercise Price.

(j) Notice of Adjustment. Upon any adjustment of the number of Common Shares and upon any adjustment of the Exercise Price, then and in each such case the Corporation shall give written notice thereof to the Holder, which notice shall state the Exercise Price and the number of Common Shares or other securities subject to each unexercised Warrant resulting from such adjustment, and shall set forth in reasonable detail the method of calculation and the facts upon which such calculation is based. Upon the request of the Holder there shall be transmitted promptly to the Holder a statement of the firm of independent certified public accountants retained to audit the financial statements of the Corporation to the effect that such firm concurs in the Corporation’s calculation of the change.

(k) Other Notices. In case at any time:

(i) the Corporation shall declare any dividend upon its Common Shares;

(ii) the Corporation shall offer for subscription pro rata to the holders of its Common Shares any additional Common Shares or securities of any class or other rights;

(iii) there shall be any capital reorganization or reclassification of the capital stock of the Corporation, or consolidation, amalgamation or merger of the Corporation with, or sale of all or substantially all of its assets to, another corporation; or

(iv) there shall be a voluntary or involuntary dissolution, liquidation or winding-up of the Corporation,

then, in any one or more of such cases, the Corporation shall give to the Holder (i) at least 10 days’ prior written notice of the date on which a record shall be taken for such dividend, distribution or subscription rights or for determining rights to vote in respect of any such reorganization, reclassification, consolidation, merger, amalgamation, sale, dissolution, liquidation or winding-up and (ii) in the case of any such reorganization, reclassification, consolidation, merger, sale, dissolution, liquidation or winding-up, at least 10 days’ prior written notice of the date when the same shall take place. Such notice in accordance with the foregoing clause (i) shall also specify, in the case of any such dividend, distribution or subscription rights, the date on which the holders of Common Shares shall be entitled thereto, and such notice in accordance with the foregoing clause (ii) shall also specify the date on which the holders of Common Shares shall be entitled to exchange their

Common Shares for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, amalgamation, sale, dissolution, liquidation or winding-up, as the case may be.

(l) Issuance of Common Shares. The Corporation will take all such action as is within its power to assure that all such Common Shares may be so issued without violation of any applicable law.

(m) Issue Tax. The issuance of certificates for Common Shares upon the exercise of each Warrant shall be made without charge to the Holder for any issuance tax in respect thereto, provided that the Corporation shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of any certificate in a name other than that of the Holder.

(n) Alternative Exercise. In lieu of satisfying the Exercise Price in cash, the Holder may, subject to the terms hereof, elect to receive that number of Common Shares as is equal to the "in-the-money" value of the Warrants being exercised based on the following formula:

$$Y = \frac{X\,(FMV - EP)}{FMV}$$

Where,

X = the number of Warrants being exercised for Common Shares

FMV = as set out in paragraph 1(o) below

EP = the exercise price of the Warrants being exercised

Y = the number of Common Shares to be issued to the Holder

The election set out in this paragraph l(n) may be exercised by the Holder by so indicating on the Election to Purchase attached hereto as Schedule "A" but only if the Common Shares or other securities issuable upon exercise of the Warrants would not be eligible for investment by the Holder pursuant to the *Income Tax Act* (Canada), the *Community Small Business Investment Funds Act* (Ontario) or any other statutory or regulatory requirement applicable to it.

(o) Fair Market Value. For the purposes of any computation hereunder, the "Fair Market Value" at any date shall be the weighted average sale price per share for the Common Shares of the Corporation for the 20 consecutive trading days immediately before such date on the Toronto Stock Exchange or such stock exchange in quotation system on which the Common Shares are listed or quoted for trading, or, if the Common Shares in respect of which a determination of Fair Market Value is being made are not listed on the Toronto Stock Exchange or any other stock exchange or quotation system, the Fair Market Value shall be determined by the directors, which determination shall be conclusive. The weighted average price shall be determined by dividing the aggregate sale price of all such Common Shares sold on the said exchange during the said 20 consecutive trading days by the total number of such Common Shares so sold.

(p) If any event occurs in respect of which the foregoing provisions of this Section 1 may not be applicable but which could have an effect on the Common Share purchase rights applicable to the Warrants, then the directors of the Corporation shall make such adjustments as are necessary in accordance with the essential intent and principles of such provisions, as shall be reasonably necessary, in the good faith opinion of such directors of the Corporation, to protect the purchase rights of the Warrants.

2. Transfer of Warrants

(a) The Warrants are transferable provided that such transfer is in compliance with applicable laws.

(b) **UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THE WARRANTS EVIDENCED HEREBY OR THE COMMON SHARES ISSUABLE UPON THE EXERCISE OF THE WARRANTS SHALL NOT TRADE THE WARRANTS OR SUCH COMMON SHARES BEFORE SEPTEMBER 22, 2003.** Prior to September 22, 2003, all certificates issued in respect of Common Shares issued upon the exercise of a Warrant, including those certificates issued in connection with a sale, trade or transfer of such Common Shares, shall have the following legend endorsed thereon:

> "Unless permitted under securities legislation, the holder of the securities shall not trade these securities before September 22, 2003."

> The holder of such Common Share certificate shall be entitled to have the legend removed after September 22, 2003 by presentation thereof to the registrar and transfer agent of the Common Shares of the Corporation. Any Common Share certificate issued after September 22, 2003, need not have the legend set out above endorsed thereon.

(c) The Corporation shall cause to be kept at the registered office of the Corporation a register of holders in which shall be kept the names of the holder of this Warrant Certificate and all other Warrant Certificates issued from time to time and the particulars of all of the Warrants evidenced hereby and thereby. The register shall be open for inspection by the Holder during business hours on any business day upon reasonable prior notice.

3. Replacement

Upon receipt of evidence satisfactory to the Corporation of the loss, theft, destruction or mutilation of this Certificate and, if requested by the Corporation, upon delivery of a bond of indemnity satisfactory to the Corporation (or, in the case of mutilation, upon surrender of this Certificate), the Corporation will issue to the Holder a replacement Certificate (containing the same terms and conditions as this Warrant certificate).

4. New Warrant Certificate

The Holder may subscribe for and purchase less than the full number of Common Shares entitled to be subscribed for and purchased hereunder. In the event that the Holder subscribes for and purchases less than the full number of Common Shares entitled to be subscribed for and purchased under this Warrant Certificate prior to the Time of Expiry, the Corporation shall issue a new Warrant Certificate to the Holder, at no charge, in the same form as this Warrant Certificate with appropriate changes as to the number of Common Shares which the holder thereof is entitled to subscribe for and purchase thereunder.

5. Expiry Date

Each unexercised Warrant shall expire and all rights to purchase Common Shares hereunder shall cease and become null and void at the Time of Expiry.

6. Intentionally Deleted

7. Corporation Covenants

Prior to the Time of Expiry:

(a) The Corporation shall at all times reserve and keep available free from pre-emptive rights, out of the aggregate of its authorized unissued Common Shares, for the purpose of enabling it to satisfy any obligation to issue Common Shares upon exercise of these Warrants, the full number of Common Shares deliverable upon the exercise thereof.

(b) The Corporation covenants that all Common Shares which may be issued upon exercise of the Warrants will upon issue be fully paid and non-assessable and free from all taxes, liens, charges and security interest with respect to the issue thereof.

(c) So long as the Common Shares of the Corporation are listed on any securities exchange, the Corporation shall use its best efforts to (i) maintain its listing on such exchange and (ii) cause all Common Shares issued upon exercise of this Warrant to be listed and posted for trading on each such exchange.

(d) Subject to applicable laws, the Corporation shall from time to time take all action which may be necessary to obtain and keep effective any and all permits, consents and approvals of governmental agencies and authorities and shall make all securities' acts filings under Canadian federal or provincial laws, which may be or become requisite in connection with the issuance and exercise of these Warrants and the issuance of any Common Shares upon the exercise of the Warrants.

(e) The Corporation shall give written notice of the issue of Common Shares pursuant to the exercise of any Warrant, in such detail as may be required, to each stock exchange on which the Common Shares are listed and to applicable securities commissions or similar regulatory authorities.

(f) The Corporation shall notify the Holder of the Warrants at least 10 business days prior to the expiry of the Warrants.

(g) Intentionally Deleted

8. <u>General</u>

(a) The Corporation will not, by amendment of its Articles or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other action, avoid or seek to avoid the observance or performance of any of the terms of the Warrants, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such action as may be necessary or appropriate in order to protect the rights of the Holder under these Warrants.

(b) Time shall be of the essence of this Warrant.

(c) The Corporation and the Holder shall from time to time take or cause to be taken such action and execute and deliver or cause to be executed and delivered such documents and such further assurances as may be necessary or advisable to give effect to the provisions hereof.

(d) The laws of the Province of Ontario and the laws of Canada applicable therein shall govern the Warrants.

(e) The rights under this Warrant certificate shall enure to the benefit of and shall be binding upon the Holder and the Corporation and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF the Corporation has caused this Warrant certificate to be signed by a duly authorized officer.

DATED the 21st day of May, 2003.

AIRIQ INC.

Per: "Mark W. Kohler"
Name: Mark W. Kohler
Authorized Signing Officer

Schedule "A"

Election to Purchase

TO: **AIRIQ INC.**

The undersigned holder of the within Warrant Certificate hereby exercises _______ purchase warrants (the "**Warrants**") of AirIQ Inc. (or such number of Warrants or other securities or property to which such exercise entitles it in lieu thereof or in addition thereto in accordance with the provisions of the within Warrant Certificate) at the price determined under, and on the terms specified in, the Warrant Certificate and either (i) encloses herewith a bank draft, certified cheque or money order payable at par to or to the order of AirIQ Inc. in payment therefore or (ii) elects to receive Common Shares pursuant to paragraph 1(n) of the Warrant Certificate.

The Common Shares subscribed for will be issued to the undersigned forthwith (and in any event within two business days of receipt by AirIQ Inc. of this Election to Purchase) and will be delivered to the address set forth below.

DATED this _____ day of ______________________, ________.

______________________________	______________________________
Witness	Signature of Subscriber

Signature of Holder
Guaranteed by:

____

* Authorized Signature Number

NOTE: If the signature of the person executing this form is to be guaranteed, it must be guaranteed by a Canadian chartered bank or trust company or by a member firm of The Toronto Stock Exchange or The Investment Dealers Association of Canada.

Print below the address in full of the person in whose name the Common Shares subscribed for are to be issued.

Name: ____

Address: ____

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